IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO.348 OF 2006
IN
SUITNO. 3327 OF 2005

MR. PRAKASH VAIRAT ... PLAINTIFF.
VS.
M/S. SHRIRAMF TRANSPORT
FINANCE CO.LTD. ... DEFNDANTS.

MR. S.R.SAVDAYAR FOR THE PLAINTIFF.
MR. BHARTI FOR THE DEFENDANTS

Coram : S.K.Shah, J.
Date : March 6, 2007.

P.C.:-

1. This motion is taken out by the defendant seeking direction for referring the dispute for arbitration.

2. In paragraph 16 of the Agreement, which is produced alongwith the affidavit clearly mentions that all disputes, differences etc. arising out of the said agreement shall be settled by Arbitration to be held in Mumbai, under the Arbitration and Conciliation Act, 1996.

3. Counsel on both sides agree upon the name of Advocate Mr.N. Raja, for being appointed as Arbitrator. Mr. N. Raja is hereby appointed as Arbitrator to resolve the dispute between the parties arising out of the Hire Purchaser Agreement, dated 7th October, 2004.

4. Notice of motion is made absolute accordingly.

5. The learned Counsel for the defendant agrees to supply to the Plaintiff the name of the person to whom the Vehicle is sold and the price at which it is sold.

6. In view of disposal of the notice of motion by referring the dispute between the Plaintiff and Defendant to Arbitrator, the Suit does not survive, the Suit accordingly is disposed of. No Order as to costs. Court fee be refunded as per rule.

8. In view of disposal of the Suit this notice of motion, is disposed of. No Order as to costs.

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[S.K.Shah , J.]